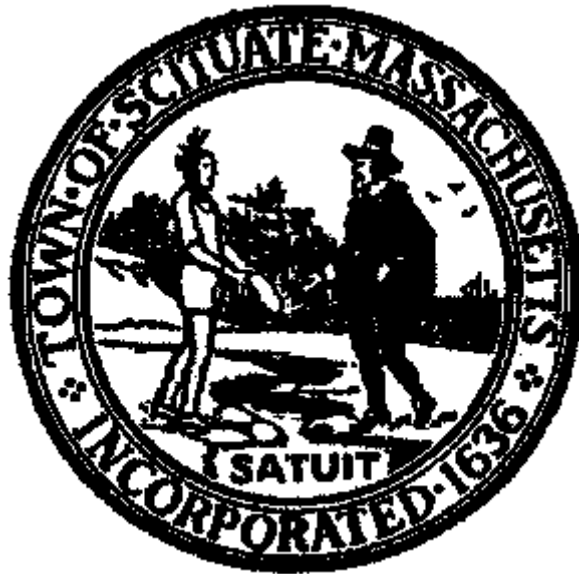


TOWN OF SCITUATE

MASSACHUSETTS



REQUEST FOR PROPOSALS

Surveying Services for Community Preservation Committee

JUNE 2014

GENERAL INFORMATION

The Town of Scituate, acting through its Community Preservation Committee, seeks a qualified consultant to provide professional land surveying services in connection with approximately 37.7 acres of land the Town is considering for purchase.

The Town reserves the right to reject any proposals, in whole or part, or waive minor omissions or informalities if it is in the best interest of the Town to do so.

PROPOSAL SUBMISSION REQUIREMENTS

General

To be considered proposals must be received by **Thursday, June 19, 2014 at 10:00 a.m.** by the Office of the Town Administrator, 600 Chief Justice Cushing Highway, Scituate, MA 02066. Late proposals will be returned unopened. Proposals should be clearly marked on the outside envelope as “RFP CPC Land Surveying Services” and delivered to:

Town of Scituate, Attn: Patricia A. Vinchesi, Town Administrator
Town Hall
600 Chief Justice Cushing Highway
Scituate, MA 02066

Address all questions regarding this RFP to Lisa Halbower Fenton, Chair, Community Preservation Committee at lisahalbowerfenton@yahoo.com.

Responses shall be submitted in two parts: a “technical” proposal and a “fee” proposal. Four copies of the Technical Proposal and one copy of the Fee Proposal are required.

Technical Proposal Requirements

- **Technical Approach** – The firm should present its technical approach for the project. The Town will evaluate its adequacy, responsiveness to this RFP and completeness. Sufficient detail shall be provided.
- To demonstrate an understanding of services required, how the project will be structured, and how the work will be performed.
- **Project Staffing and Management** – The firm should provide the identity and qualifications of key personnel and sub-consultants, including a description of their previous project assignments and a discussion of their capabilities and experiences.
- **Related Experience** – The firm should describe previous work illustrating its current qualifications and ability. A minimum of three comparable projects shall be highlighted in table format listing the project location, description, timeframe, and a client reference with title and current telephone number.
- **Schedule** – The firm should describe the phasing of the project and present a schedule of activities. Please include a discussion of the Firm’s approach to ensure that the schedule is met.

Fee Proposal Requirements

The Fee Proposal shall be enclosed in a separate sealed envelope marked “RFP CPC Land Surveying Services – FEE PROPOSAL” to be opened at a later date following the review and evaluation of qualifications/technical proposals.

Scope of Services

1. **Work to be Performed:** Complete boundary location and perimeter surveys of and determination of acreage of with respect to the following parcels of land, in accordance with applicable standards for same:
 - a. Three parcels of land consisting of approximately 8.1 acres more particularly described in a deed recorded with Plymouth County Registry of Deeds in Book 43138 at Page 270 and as depicted on a plan entitled “Compiled Plan of Land in Scituate, Massachusetts”, prepared for Roger V. and Jacqueline C. Damon by Loring H. Jacobs Company dated October 22, 1982 and recorded with said deeds as Plan No. 314 of 1983; and
 - b. Six (6) parcels of land consisting of approximately 29.6 acres more particularly described in a deed recorded with Plymouth County Registry of Deeds in Book 23178 at Page 344-346 and as depicted on a plan entitled “Compiled Plan of Land in Scituate, Massachusetts”, prepared for Roger V. and Jacqueline C. Damon by Loring H. Jacobs Company dated October 22, 1982 and recorded with said deeds as Plan No. 314 of 1983.
2. **Other Requirements:**
 - a. Surveyor is to be responsible for any and all title or other work required to perform said survey.
 - b. Surveys to be completed and provided within thirty (30) days of entry into Independent Contractor Agreement with the Town of Scituate.
 - c. Surveyor to enter into form of Independent Contractor Agreement with Town of Scituate in form attached hereto. No exceptions to this Agreement will be entertained.
 - d. Surveyor to provide (i) one recordable copy of each plan meeting requirements for recording of Plymouth County Registry of Deeds; (ii) three copies of such plans in paper format for the Town; (iii) one copy of each plan on a separate compact disc in electronic CAD and .pdf format; and (iv) a Surveyors Affidavit with any required plan or attachments to the Town’s title insurer sufficient to allow for deletion of any survey exception in a policy of title insurance to be obtained by the Town.

SELECTION METHODOLOGY

Introduction

The Town will review and rank the submitted Proposals using the following evaluation criteria. The Town reserves the right to award the contract to the firm with the most advantageous proposal, taking into

consideration both technical and fee aspects of the proposals submitted and shall not be required to award to the firm submitting the lowest fee proposal.

Evaluation Criteria

The following criteria will be used by the Town to evaluate the submitted proposals:

- Technical Approach: The quality, completeness, and methodology of the proposed technical approach for the project will be evaluated.
- Project Management: The experience of key personnel and commitment of them to their participation in the project will be evaluated. The experience of the Project Manager will be particularly critical.
- Related Experiences: The firm's prior experience and performance on comparable projects involving municipal clients in Massachusetts.
- Schedule: The firm's approach to developing and maintaining the schedule as well as their history of meeting schedules on similar projects will be evaluated.

ATTACHMENTS:

Independent Contractor Agreement

Certificate of Non-Collusion- must be submitted with non-price proposal

Certification of Tax Compliance-must be submitted with non-price proposal

Certification of Insurance – must be submitted with non-price proposal

CONTRACT FOR THE PROCUREMENT
OF
GOODS AND SERVICES

Service:

Vendor:



**Town of Scituate, Massachusetts
600 Chief Justice Cushing Highway
Scituate, MA 02066
www.scituatema.gov**

Town of Scituate
600 Chief Justice Cushing Highway
Scituate, Massachusetts 02066

H: CONTRACT-STANDARD CONTRACT

TOWN OF SCITUATE, MASSACHUSETTS
Contract Documents for the Procurement of Goods and Services

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Bid Submission Forms Price Proposal	Attachment B

AGREEMENT

The following provisions shall constitute an Agreement between the Town of Scituate, acting by and through its Town Administrator and/or Board of Selectmen, hereinafter referred to as "Town", and VENDOR with an address of _____ hereinafter referred to as "Contractor", effective as of the ____ day of _____, 2014. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work in accordance with the specifications contained in Attachment A - Scope of Services: _____.

ARTICLE 2: TIME OF PERFORMANCE:

The contractor shall complete all work and services required on or before _____. If completion is not achieved by said date, the Contractor shall be liable to the Town for liquidated damages in the amount of _____ per calendar day.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above, the contract sum of _____ in accordance with the provisions of the specifications, or as set forth in an attachment hereto in Attachment B, the price proposal.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.
4. The contract may be terminated for convenience by the Town.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Scituate, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys' fees) that may arise out of or in connection with the work and/or service being performed or to be performed by the Contractor, its employees, agents, or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Scituate for damage to its property caused by the contractor, its employees, agents, subcontractors or materials. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds. The contractor shall be obligated to provide services hereunder, only to the extent that said funds are available.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. Additionally, all amendments and changes shall be approved by the Finance Director/Town Accountant prior to execution by the awarding authority. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L.v.62C, S49A, I certify under the penalties of perjury that the Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By: _____
Corporate Officer
(If applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

by

Printed Name and Title

TOWN of SCITUATE

Awarding Authority Authorization:

by its Town Administrator, Patricia A. Vinchesi

and/or by its Board of Selectmen:

TOWN OF SCITUATE

Department Authorization:

Department Org/Object for Appropriation

by its Department Head

Procurement Compliance:

by its Procurement Manager

Certification as to Availability of Funds:

by its Finance Director/Town Accountant

CERTIFICATE OF VOTE
(Corporations only should complete this form)

At a duly authorized meeting of the Board of Directors of the

_____ held on _____ it was VOTED that
(Name of Corporation) (Date)

(Name) (Officer)

of this company, be and hereby is authorized to execute contracts and bonds in
the name and on behalf of said company, and affix its corporate seal hereto;
and such execution of any contract or obligation in this company's name on its
behalf by such officer under seal of the company, shall be valid and binding
upon this company.

I hereby certify that I am the clerk of the above named corporation and that _____ is the
duly elected officer as above of said company, and that the above vote has not been amended or rescinded and
remains in full force and effect as the date of this contract.

Date (Clerk)

Corporate
Seal

CERTIFICATE OF INSURANCE

(PROVIDE AN INSURANCE CERTIFICATE NAMING THE TOWN AS INSURED UNDER THE POLICY)

This is to certify that the _____ (Company) has issued the policies listed below, that these policies are written in accordance with the Company's standard policies and endorsements, except as indicated below or as noted in the attachments hereto, which policies and endorsements will be made available to OWNER upon request, that they provide coverage and limits of liability shown with respect to the insurance indicated, that they are in force on this date, that all deductible amounts are indicated below, and that this Certificate is furnished in accordance with and for the purpose of satisfying the requirements of OWNER in connection with the award and performance of a contract or agreement between the Town of _____ (OWNER) and

1. Name of Insured _____
 2. Address of Insured _____
 3. Location and Description of Work _____
- Project Contract No. _____

Coverage and Limits of Liability
(at least as shown below)

Policy Number	Effective Date	Expiration Date	Each Occurrence	Each Aggregate	Bodily Injury Liability		Property Damage Liability	

A. Owners Protective Liability has been issued at the expense of Above Insured to _____ (Owner)

_____ \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000

B. Comprehensive General Liability

_____ \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000

Including: 1. Operations/Premises 2. XCU 3. Products/Completed Operations

4. Contractual as Below 5. Independent Contractors

6. Broad Form Property Damage 7. Personal Injury

C. Auto Liability

	Each Person	Each Accident	Each Accident
Including: 1. All Owned			
2. Hired	\$1,000,000	\$1,000,000	\$1,000,000
3. Non-owned			

D. Workman's Compensation

_____ Compensation Statutory State(s)
Coverage B Limit \$1,000,000 if Applicable

E. Umbrella Liability

_____ \$ _____ Aggregate

F. Builder's Risk Insurance - "All Risk" Completed Value Form

\$ _____

_____ As Specified in Contract or Agreement

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Signature of person signing bid or proposal)

(Name of Business)

(Date)

ATTACHMENT A

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean natural person, business, partnership, corporation, committee, union, club or other organization, entity, or group of individuals.

Signature

Date

Print Name

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I

_____, authorized signatory for _____
Name of individual *Name of contractor*

do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts, and the Town of Scituate, relating to taxes, permit or other fees, reporting of employees and contractors, and withholding and remitting child support.

Signature

Date

ATTACHMENT B